



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 AGR0921

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 RON PRICE  
 304-558-0492

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF AGRICULTURE  
 SOIL CONSERVATION AGENCY  
 BUILDING 5  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25320 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/11/2009				

BID OPENING DATE: 03/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-07		
SAGE MIP SOFTWARE OR EQUAL						
CONTRACT TO FURNISH SAGE MIP SOFTWARE (OR EQUAL) ACCOUNTING SOFTWARE FOR THE WEST VIRGINIA CONSERVATION AGENCY PER THE ATTACHED SPECIFICATIONS.						
SOFTWARE COST FOR 16 - 20 USERS					\$.....	
MAINTENANCE COST/YEAR					\$.....	
TOTAL					\$.....	
EFFECTIVE DATES FOR THE MAINTENANCE COST SHALL BE ESTABLISHED BY CHANGE ORDER AFTER PRODUCT IS ACCEPTED.						
WRITTEN QUESTIONS MAY BE SUBMITTED NO LATER THAN 4:00 PM EDT ON MARCH 18, 2009 TO THE FOLLOWING:						
RON PRICE PURCHASING DIVISION 2019 WASHINGTON STREET EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EAMIL: RON.N.PRICE@WV.GOV						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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BID OPENING DATE: 03/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: RP-41  RFQ. NO.: AGR0921  BID OPENING DATE: 03/26/09  BID OPENING TIME: 1:30PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- CONTACT PERSON (PLEASE PRINT CLEARLY):  -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOF	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ AGR0921 ***** TOTAL:						

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<b>General System Features</b>
<b>Setup</b>
Must support true governmental fund accounting
Must have self-balancing funds
Must have table-driven, user-definable chart of account structure
Must have user-defined segment lengths
Must have "Wizards" to speed setup and maintenance of system
Must have user-defined fields
Must allow setup of unlimited number of users
Must support 16-20 concurrent users
Must allow users from multiple sites to access the system in the central office via broadband access
Must allow setup of 16 or more companies/entities
<b>Accounting Tools</b>
Must have graphical system navigation tools equivalent to QuickBooks/Peachtree/Sage MIP
Should have customizable navigation and workspace
Must have online inquiry with drill-down functionality
Must have system generated check and receipt printing
Must have ability to email reports directly from application
Must have system controls warning of duplicate check usage
Must have detailed checklists, procedural overviews, and tips available in online help system
<b>General System Features</b>
Should have transaction allocation templates for recurring distributions based on percentages, units, and/or fixed amounts.
Must automatically generate offsetting entries for balancing transactions including interfund entries
Should save recurring transactions
Must have soft close periods to prevent entry errors
Must have context-sensitive online Help for every function
Must have detailed checklists and procedural overviews in a searchable Online Help System
<b>Reporting</b>
Must be GASB 34 compliant reporting and financial statements
Must have preconfigured reports ready for immediate use or as templates for customized reports
Must have control account placement, section and account labels, formatting on custom financial statements

Must have report customization options including column selection, sorting sequences, specified totals, and filters
Must report by critical segment or combinations of account segments
Must have comparative columnar report presentation for financial statements
Must have budget to actual comparisons
Must have comparative reporting by month, quarter, year
Should have account roll-up for summarization
Should have cross fiscal year reports to match funding source reporting cycles
Should have create charts and graphs from financial data in the system
Must have comprehensive tracking of transactions for complete audit trail
Must have unlimited number of reports
Must export directly to other applications including Excel
Must import records from other applications
<b><i>History &amp; Security</i></b>
Must store unlimited amount of history
Must have menu level security
Must be able to view log of system activity
Must have group and individual user security maintenance
Must have secure reports from changes by other users
Must limit entry and viewing access by individual program, department, general ledger code, and screen fields
Must allow view only access to given program areas
<b><i>Licensing &amp; Installation</i></b>
Must have standard Windows installation
<b><i>General System Features</i></b>
Must have maintenance including new versions and product enhancements
Must have multi-seat licensing
Must have guarantees on Software, Training, Maintenance and Support
Must have fully integrated module suite available
Must provide training via webinar and or live training
Must provide software support included in maintenance fee for first year
Must provide data conversion of QuickBooks ending balances into new software
Must provide installation, configuration, and design services
Must assist with design of chart of accounts

## Modular Requirements

<b>General System Features</b>
<b>Accounts Payable</b>
Must be fully integrated with the General Ledger
Must have unlimited number of vendor records and vendor history
Should have user-defined vendor IDs with character type and field length settings
Must be able to create custom fields on the vendor record and record detailed notes
Should maintain default account coding by vendor
Must allow vendor additions on-the-fly during transaction entry
Should place vendor payments on hold
Must be able to select invoices for payment individually or using custom parameters
Must be able to disburse from multiple cash accounts in the same check run
Must allow user to drill-down to transaction details
Must allow multiple invoices to be paid with a single check
Must be able to print pre-configured or custom sub-ledger reports, including aging and cash flow projections
Should have online inquiry by vendor for open balance, payment history, including drill-down functionality
Must generate vendor 1099s
Must be able to customizable checks and vouchers
<b>Accounts Receivable</b>
Must be fully integrated with the General Ledger
Must have unlimited number of customer records and customer history
Should have user-defined customer IDs with character type and field length settings
Must have detailed customer records including contact information, billing terms, default account coding, customer type and class
<b>General System Features</b>
Must have create custom fields on the customer record and record detailed notes
Must have customer additions on-the-fly during transaction entry
Must be able to place customer credit on hold

Should group customers to apply common charges
Must produce detailed invoices on multiple billing cycles
Must automatically allocate revenues across multiple programs with system generated entries
Must print pre-configured or custom sub ledger reports, including aging and cash flow projections
Should have online inquiry by customer for open balance, payment history, including drill-down functionality
Must generate customer statements at user-defined intervals
Must have customizable invoices and statements
<b>Allocations</b>
Must allocate interest, investment, and other revenues
Must perform allocations based on percentages, units (such as square footage, number of transactions, etc.), fixed dollar amounts, relative account balances, weighted average daily balances and indirect cost rates.
Must use allocations for recurring distributions
Must calculate allocations based on actual or budgeted activity
Must perform allocations as often as needed
<b>General System Features</b>
Must preserve pre-allocation account balances for reporting purposes
Must have system automatically record interfund transfers as needed
Should sequential allocations performed in a single calculation
Must review allocation calculations and results prior to accepting system generated entries
Must have clear audit trail for allocation entries
<b>Payroll</b>
Must be able to allocate leave balances at beginning of annual period in total and accrual basis
Must have comprehensive employee records including demographic information, tracking of critical dates, position, emergency contact and notes
Must be able to calculate and track earnings, benefits, deductions, workers compensation and leave
Must have multiple earning, benefit and leave calculation methods to accommodate varying compensation plans



Must have system maintained federal and state withholding tax tables
Must support local employee or employer paid taxes
Must maintain regular pay templates for employees to speed timesheet entry
Must have user-defined pay cycles and generate supplemental paychecks
Must be able to review timesheet entries and calculated pay to prevent mistakes prior to issuing payment
Must be able to allocate payroll entries based on direct labor hours
Must have automatic interfund transactions generated as needed
Must have standard and custom reports
Must have tax worksheets for federal, state, local tax reporting
Must produce W-2s
Must have customizable checks and vouchers
<b>General System Features – Fixed Assets</b>
Should group like assets for fast depreciation processing
Must depreciate monthly, quarterly or annually
Should process asset disposals
Must have standard and customizable reports including inventory tracking, asset registers, depreciation schedules and disposal registers
Should have summary or detailed depreciation and disposal entries
<b>Bank Reconciliation</b>
Must allow for multiple cash account reconciliation
Must allow for bank information to be imported
Must print a reconciliation register after reconciliation is completed
<b>Other Available Modules</b>
Must have Data Import/Export
Must have Bank Reconciliation
Must have form designer application
Must have Visual Analyzer module equivalent to Sage MIP Fund Accounting
Must have Advanced Security that tracks user changes and records workstation ID on audit logs

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Must have Bank Reconciliation
Must have form designer application
Must have Visual Analyzer module equivalent to Sage MIP Fund Accounting
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**ATTACHMENT**

P. O. # \_\_\_\_\_

**This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.**

**Agreed**\_\_\_\_\_  
**Signature                      Date**\_\_\_\_\_  
**Signature                      Date**\_\_\_\_\_  
**Title**\_\_\_\_\_  
**Title**\_\_\_\_\_  
**Company Name**\_\_\_\_\_  
**Agency/Division**

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_